

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

C.A. No. 1:05-10979 DPW

**IRON MOUNTAIN INFORMATION
MANAGEMENT, INC.**

Interpleader-Plaintiff,

v.

**L&L TEMPORARIES, INC., FLEXIBLE
FUNDING, LLC, and THE UNITED
STATES OF MERICAL THROUGH THE
INTERNAL REVENUE SERVICE,**

Interpleader Defendants.

**SECOND ASSENTED TO
MOTION TO CONTINUE
RESPONSE DEADLINE**

Pursuant to Fed. R. Civ. P. 6(b), Flexible Funding, LLC (“Flexible”) moves for an extension of the deadline by which Flexible is obligated to answer or otherwise respond to the First Amended Complaint until September 27, 2005. In support of this assented to motion, Flexible states:

1. On June 9, 2005, Iron Mountain Information Management, Inc. (“Iron Mountain”) filed its First Amended Complaint, which names, among others, Flexible as a defendant.

2. On June 15, 2005, Iron Mountain requested, by letter, that Flexible waive the service of a summons in connection with the First Amended Complaint. Flexible agreed to comply, and returned a signed waiver-of-summons to Iron Mountain.

3. Rule 4 provides that “a defendant that . . . returns a waiver so requested is not required to serve an answer to the complaint until 60 days after the date on which the request for waiver of service was sent” Fed. R. Civ. P. 4(d)(3).

4. Accordingly, Flexible was obligated to answer or otherwise respond to the First Amended Complaint by or before August 15, 2005.¹

5. On August 15, 2005, Flexible filed its first Assented to Motion to Motion to Continue the Response Deadline – which seeks an extension until August 29, 2005.

6. Flexible and Iron Mountain agree that the exploration of a possible settlement, before incurring additional litigation costs, is in their mutual benefit. The parties believe that an extension of the answer/response deadline will facilitate settlement possibilities. At a minimum, such an extension may allow the parties to limit the disputed issues and thereby reduce future litigation costs.

7. Iron Mountain and the United States of America assent to the relief sought herein.²

WHEREFORE, Flexible respectfully requests that the Court enter an order extending deadline by which Flexible is obligated to answer or otherwise respond to the First Amended Complaint until September 27, 2005.

[Signature blocks on following page.]

¹ Sixty days from June 15, 2005, the date on which the request for waiver of service was sent, is August 14, 2005. August 14, 2005, however, is a Sunday. *See* Fed. R. Civ. P. 6(a) (when a defined time period ends on a Saturday, Sunday, or legal holiday, the time period is deemed extended to the next day that is not a Saturday, Sunday, or legal holiday).

² As of the date hereof, L&L Temporaries, Inc. has not appeared in this litigation.

Respectfully submitted by,

FLEXIBLE FUNDING, LLC,

By its attorneys,

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Assented to by,

**IRON MOUNTAIN INFORMATION
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Assented to by,

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Dated: August 29, 2005

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